



2015 00143821

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RECORD AND RETURN TO:

Anderson & Kreiger LLP  
One Canal Park, Suite 200  
Cambridge, MA 02141  
Attn: Benjamin A. Eastwood

~ Recording Information Area ~

## TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (this "Agreement") is executed this 11<sup>th</sup> day of August, 2015 by and between Ross W. Israel and Christine Israel-Dwyer ("Grantor"), and the Town of Acton, a municipal corporation having an address of 472 Main Street, Acton, Massachusetts 01720 ("Grantee").

WHEREAS, pursuant to that certain Massachusetts Quitclaim Deed Short Form Confirmatory recorded with the Middlesex South Registry of Deeds (the "Registry") at in Book 60370, Page 56, Grantor is the owner of the premises known and numbered as 90 Martin Street, Acton, Massachusetts (the "Grantor's Land"); (*original deed - 358416 Page 138*) *FR*

WHEREAS, in connection with the construction of the Assabet River Rail Trail, Grantee wishes to enter on that certain portion of Grantor's Land depicted as parcel A-TE-59 (the "Temporary Easement Area") on the plan prepared by Greenman-Pedersen, Inc., titled "Massachusetts Department of Transportation and Highway Division, Plan and Profile of Assabet River Rail Trail, in the Towns of Maynard & Acton, Middlesex County, Federal Aid Project No. CMAQ/STP-TE-002S(836)", originally dated October, 2006, most recently revised June 24, 2015, and identified as Project File No. 604531, on file with the Massachusetts Department of Transportation ("Easement Plan"); and

WHEREAS, Grantor has agreed to grant, and Grantee has agreed to accept, a temporary easement over the Temporary Easement area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, with quitclaim covenants, to Grantee, for the temporary term of three (3) years from the date hereof, the right and easement in gross to use the Temporary Easement Area in common with the Grantor for the purpose of completing Grantee's Work (as such term is defined herein) within the Temporary Easement Area.

With respect to the rights and easement hereby established, the Grantor and the Grantee hereby agree as follows:

(a) During the term of this Agreement, Grantee may enter into the Temporary Easement Area for the purpose of performing "Grantor's Work", which shall include the following: locating bales of hay and temporary sheeting within the Temporary Easement Area. Grantee shall make reasonable efforts to minimize interference with Grantor's use of the Grantor's Land during the Grantee's use of the Temporary Easement Area.

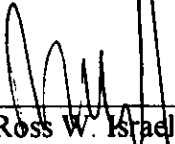
(b) The grant of the rights and easements hereby conveyed to the Grantee is not intended to prohibit the use of the Temporary Easement Area by the Grantor and the Grantor's guests and invitees provided that such use does not unreasonably interfere with or prohibit the full and reasonable use and enjoyment by the Grantee of the rights and easements hereby granted, provided, however, that neither Grantor nor Grantor's guests and invitees may use or access the Temporary Easement Area at any time between Grantee's commencement and completion of Grantor's Work within the Temporary Easement Area.


(c) Grantor acknowledges that Grantee's contemplated work within the Temporary Easement Area is made in connection with the planned Assabet River Rail Trail, which is subject to construction, funding and design approvals by a third party. Notwithstanding anything set forth herein to the contrary, Grantor agrees to cooperate in any manner reasonably necessary to assist the Grantee in obtaining such construction, funding and design approvals.

(d) This instrument may be executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both Grantor and Grantee.

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Executed this 7 day of August, 2015.

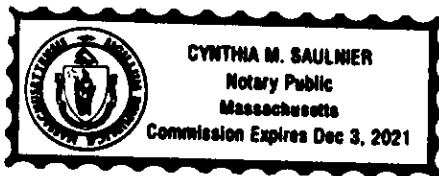
  
 \_\_\_\_\_  
 Ross W. Israel

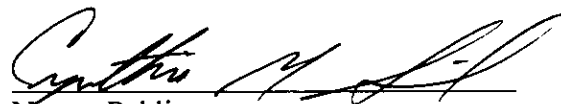
  
 \_\_\_\_\_  
 Christine Israel-Dwyer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 7 day of August 2015, before me, the undersigned notary public, appeared Ross W. Israel, proved to me through satisfactory evidence of identification, which was MA Drivers License, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (s)he signed it voluntarily for its stated purpose.

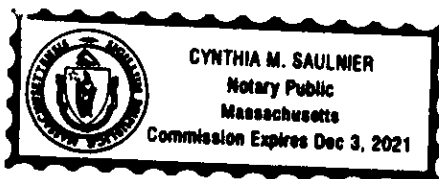



  
 \_\_\_\_\_  
 Notary Public  
 My commission expires 12/3/21

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 7 day of August 2015, before me, the undersigned notary public, appeared Christine Israel-Dwyer, proved to me through satisfactory evidence of identification, which was MA Drivers License, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (s)he signed it voluntarily for its stated purpose.



  
 \_\_\_\_\_  
 Notary Public  
 My commission expires 12/3/21

ACCEPTANCE AND AGREEMENT  
TOWN OF ACTON

Accepted by the Town of Acton.

TOWN OF ACTON

By its Board of Selectmen

Katie Green

Katie Green, Chair

Janet K. Adachi

Janet K. Adachi

Peter J. Berry

Peter J. Berry

Franny Osman

Franny Osman

Chingsung Chang

Chingsung Chang

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 11 day of August, 2015, before me, the undersigned Notary Public, personally appeared Katie Green, Janet K. Adachi, Peter Berry, Franny Osman and ~~Chingsung Chang~~ Chingsung Chang proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, and that he/she/they has/have authority to sign as a/the Member(s) of the Board of Selectmen of the Town of Acton, before me Elizabeth A. Tomy

Notary Public

My Commission Expires:

